

SARNIA-LAMBTON REAL ESTATE BOARD

Standard Board Multiple Listing Service® Rules and Regulations

Revised: February 28, 1996

Further Amended: June 12, 1998

Further Revised: February 26, 2003

2005-2006 Revision - February 21, 2006

2009 Revision – September 25, 2009

2010 Revisions: December 8, 2010

2011 Revision: January 27, 2011

2011 Revision: June 25, 2011

2012 Revision: June 7-9, 2012

2017 Revision: May 18, 2017

MLS® Rules and Regulations – Index of Articles

ARTICLE 1 - Definitions and Interpretation	1
ARTICLE 2 - Listing Procedures.....	4
ARTICLE 3 - Suspensions and Cancellations	8
ARTICLE 4 - Brokerage	9
ARTICLE 5 – CREA Permissions Management Rules	10
ARTICLE 6 – Appointments.	16
ARTICLE 7 – Selling Procedures	16
ARTICLE 8 - Trading Regulations	17
ARTICLE 9 - Submission of Offers.....	19
ARTICLE 10 - Reporting of Sales of MLS® Listings	21
ARTICLE 11 - MLS® System Data, MLS® System Database and Other Board Publications	20
ARTICLE 12 – Privacy Compliance Requirements	24
ARTICLE 13 - Penalties	24
ARTICLE 14 – Electronic Lock Box Regulations.....	24

ARTICLE 1 - Definitions and Interpretation

- 1.01 In these RULES and REGULATIONS, unless the context otherwise requires:
- (a) “Act” means the Real Estate and Business Brokers Act 2002 and its regulations, and any successor legislation.
 - (b) “Board” means the Sarnia-Lambton Real Estate Board.
 - (c) “Boardload” means the entering of listing information from the MLS® Data Input Sheet, Listing Agreement, if applicable, and any other data onto the Sarnia-Lambton Real Estate Board’s MLS® Database by Board staff.
 - (d) “Brokerage” means a corporation, partnership, sole proprietor, association or other organization or entity that, on behalf of others and for compensation or reward or the expectation of such, trades in real estate or holds himself, herself or itself out as such.
 - (e) “Brokerload” means the entering of listing information from the MLS® Data Input Sheet, Listing Agreement, if applicable, and any other data onto the Sarnia-Lambton Real Estate Board’s MLS® Data Base by the Listing Brokerage’s office.
 - (f) “Buyer’s representative” (sometimes still referred to as the buyer’s agent) means the Brokerage representing the buyer under a Buyer Representation Agreement.
 - (g) “Buyer Representation Agreement” means the representation agreement formed between a buyer as Client and a Firm Member in respect of one or more aspects of an acquisition of property.
 - (h) “Client” means,
 - (i) with respect to a Brokerage and a trade in real estate, a person who, in the trade, is represented under a representation agreement by the Brokerage, and
 - (ii) with respect to a Broker Member or Salesperson Member and a trade in real estate, a person who, in the trade, is represented under a representation agreement by the Brokerage that employs the Broker Member or Salesperson Member, if the Broker Member or Salesperson Member represents the person pursuant to the agreementto whom is owed primary allegiance including good faith, full disclosure, competence, obedience and accounting.
 - (i) “Co-operating Brokerage” means a Firm Member or another Brokerage that is a member of CREA that effects the trade of the property as a Sub-agent, as a Buyer’s representative, or otherwise.
 - (j) “CREA” means The Canadian Real Estate Association or any successor organization.
 - (k) “Designated Signing Representative” means the person(s) designated by the Principal Broker of the Listing Brokerage as being permitted to sign the following documents on behalf of the Listing Brokerage: suspension of Listing Agreement; cancellation of Listing Agreement; and an amendment of Listing Agreement described in section 2.13; and the Sarnia-Lambton Real Estate Board shall be advised of such designation.
 - (l) “Directors” means the Sarnia-Lambton Real Estate Board of Directors of the Sarnia-

Lambton Real Estate Board.

- (m) “Firm Member” means a Brokerage which is a Member of the Sarnia-Lambton Real Estate Board.
- (n) “Listing Agreement” means the representation agreement formed between a seller as Client and a Firm Member as agent in respect of one or more aspects of a disposition of property, and when it is part of an MLS® Listing, includes the Sarnia-Lambton Real Estate Board's standard listing agreement form. The Listing Agreement is also referred to as the seller representation agreement in the REBBA Code of Ethics
- (o) “Listing Brokerage” means a Firm Member or another Brokerage that is a member of CREA that has listed the property for disposition through the Sarnia-Lambton Real Estate Board’s MLS® System.
- (p) MLS®” and “Multiple Listing Service®” are two of the MLS® Marks owned by CREA and licensed by CREA, all as further described in paragraph (s) below.
- (q) “MLS® Data Input Sheet” means the data input sheet, as prescribed by the Sarnia-Lambton Real Estate Board from time to time to be used to obtain and submit property information for MLS® Listings. The MLS® Data Input Sheet plus the Listing Agreement together makes up the MLS® Listing for a listing which is listed on the Sarnia-Lambton Real Estate Board’s MLS® System database (v) “MLS® Database” means the database of real estate listings operated by the Sarnia-Lambton Real Estate Board for the benefit of its Members under the MLS® trademark, and includes any and all text, images and information gathered, compiled, stored or published by the Sarnia-Lambton Real Estate Board as part of the Multiple Listing Service®, in whatever format it is gathered, compiled, stored or published by the Sarnia-Lambton Real Estate Board, and further includes any and all such text, images and information which is made available by the Sarnia-Lambton Real Estate Board to Members, in whatever format it is disseminated to the Members.
- (r) “MLS® Marks” - made up of MLS®, Multiple Listing Service® and the MLS logos permitted by CREA - are certification marks owned by CREA and licensed by CREA pursuant to the terms and conditions set out in CREA’s By-laws, Rules and policies. The MLS® Marks identify professional services rendered by members in good standing of CREA to effect the purchase and sale of real estate as part of a "plural system arrangement", also known as a co-operative selling system (the "MLS® services"), in compliance with CREA's By-laws, Rules and policies, and the REALTOR® Code of Ethics as amended from time to time, and in compliance with all applicable federal and provincial laws and regulations. The MLS® Marks do not identify or describe a computer database of real estate listings.
- (s) “MLS® System” of the Sarnia-Lambton Real Estate Board is the co-operative selling system operated and promoted by this Board in association with the MLS® Marks. The MLS® System of this Board includes an inventory of listings of participating REALTORS®, and ensures a certain level of accuracy of information, professionalism and co-operation amongst REALTORS® to effect the purchase and sale of real estate.
- (t) “MLS® System data” means any part of the MLS® System database
- (u) “MLS® System database” means the database of real estate listings operated by the Sarnia-

Lambton Real Estate Board for the benefit of its Members as part of the Sarnia-Lambton Real Estate Board's MLS® System, and includes any and all text, images and information gathered, compiled, stored or published by the Sarnia-Lambton Real Estate Board as part of the Sarnia-Lambton Real Estate Board's MLS® System, in whatever format it is gathered, compiled, stored or published by the Sarnia-Lambton Real Estate Board, and further includes any and all such text, images and information which is made available by the Sarnia-Lambton Real Estate Board to Members, in whatever format it is disseminated to the Members.

- (v) "MLS® Listing" means a listing which is listed on the Sarnia-Lambton Real Estate Board's MLS® System database and includes the Listing Agreement portion and any subsequent amendment(s) thereto and the MLS® Data Input Sheet portion and any subsequent amendment(s) thereto whether or not the Sarnia-Lambton Real Estate Board requires the submission of both the Listing Agreement portion and the MLS® Data Input Sheet portion.
- (w) "Member" means Firm Member as defined in these rules and regulations and Broker Member or Salesperson Member as defined in the by-law of the Sarnia-Lambton Real Estate Board.
- (x) "person" includes, where applicable, an individual, a partnership, a corporation, an organization, and a business .
- (y) "Principal Broker" means, at the choice of the Firm Member:
 - (i) the person who is the broker of record of the Firm Member for the purposes of the Act, if the Firm Member's broker of record under the Act is a Member of the Sarnia-Lambton Real Estate Board; or
 - (ii) a Broker Member of the Firm Member who has been designated as the Principal Broker for the purpose of the relationship between the Firm Member and the Sarnia-Lambton Real Estate Board, if the Firm Member's broker of record under the Act is not a Member of the Sarnia-Lambton Real Estate Board; or
 - (iii) a Broker Member of the Firm Member who has been designated as the Principal Broker for the purpose of the relationship between the Firm Member and the Sarnia-Lambton Real Estate Board, *even if* the Firm Member's broker of record is a Member of the Sarnia-Lambton Real Estate Board,and every Firm Member shall advise the Sarnia-Lambton Real Estate Board of whom it has designated as its Principal Broker and shall also immediately advise the Sarnia-Lambton Real Estate Board when that designation changes.
- (z) REALTOR® and REALTORS® are two of the REALTOR® Marks controlled by CREA and licensed by CREA, all as further described in paragraph (cc) below.
- (aa) "REALTOR® Marks" - made up of REALTOR®, REALTORS® and the REALTOR® logos permitted by CREA – are certification marks controlled by CREA and licensed by CREA pursuant to the terms and conditions set out in CREA's By-laws, Rules and policies. They identify members in good standing of CREA who provide real estate brokerage services (the "REALTOR® services") in compliance with CREA's By-laws, Rules and policies, and the REALTOR® Code of Ethics, as amended from time to time, and in compliance with all applicable federal and provincial laws and regulations.
- (bb) "REBBA Code of Ethics" means the Code of Ethics for all registrants contained in the regulations to the Act, and any successor Code.

- (cc) “representation agreement” means an agreement between a Brokerage and a Client under which the Brokerage and Client agree that the Brokerage will represent the Client in respect of one or more aspects of a trade in real estate, and without limiting the generality of the foregoing, includes the Listing Agreement and the Buyer Representation Agreement.
 - (dd) “Trade” includes a disposition or acquisition of or transaction in real estate by sale, purchase, agreement for purchase and sale, exchange, option, lease, rental or otherwise and any offer or attempt to list real estate for the purpose of such a disposition, acquisition or transaction, and any act, advertisement, conduct or negotiation, directly or indirectly, in furtherance of any disposition, acquisition, transaction, offer or attempt, and the verb “trade” has a corresponding meaning;
- 1.02 WHEREAS the Sarnia-Lambton Real Estate Board has adopted, as its official position, a Co-operating Brokerage shall, for the purpose of these MLS® rules and regulations, be deemed to be acting as a Buyer’s representative, unless such Co-operating Brokerage discloses otherwise. This official Board position does not relieve a Member from full compliance with the REALTOR® Code of Ethics, the Act and the REBBA Code of Ethics.
- 1.03 AND WHEREAS the Sarnia-Lambton Real Estate Board has adopted these rules and regulations with the understanding that its Members will abide by them, as well as by their spirit and intent, for the betterment of the Members and the public.
- 1.04 In all relationships with fellow REALTORS® and with the buyers and sellers involved, whether as Clients or otherwise, the REALTOR® Code of Ethics and the REBBA Code of Ethics must be observed. Where any of these rules conflict with any relevant laws including the REBBA Code of Ethics, or with the REALTOR® Code of Ethics, the relevant laws including the REBBA Code of Ethics, or the REALTOR® Code of Ethics shall be deemed to be paramount.

ARTICLE 2 - Listing Procedures

- 2.01 The Listing Brokerage must secure a satisfactory MLS® Listing signed by the owner/owners or any person lawfully entitled to list the property for sale or by his/her/their lawfully authorised representatives.
- 2.02
- (a) Only listings that comply with the following three pillars of the MLS® Marks as established by CREA can be listed on the Sarnia-Lambton Real Estate Board’s MLS® System database:
 1. Only REALTORS®/brokerage may place a listing on the Sarnia-Lambton Real Estate Board’s MLS® System database.
 2. The listing REALTOR®/brokerage must act as agent for the seller in order to post, amend or remove a property listing on the Sarnia-Lambton Real Estate Board’s MLS® System database. The nature of any additional services to be provided by the listing REALTOR®/brokerage is determined by agreement between the listing REALTOR®/brokerage and the seller.
 3. The listing REALTOR® agrees to pay to the co-operating (ie. selling) REALTOR® compensation for the co-operative selling of the property. An offer of compensation of

zero is not acceptable.

- (b) The following are the interpretations of the 3 pillars of the MLS® Marks, as set out in CREA's by-law and rules:
1. The listing REALTOR® shall be available to provide professional advice and counsel to the seller on all offers and counter offers unless otherwise directed by the seller in writing.
 2. The listing REALTOR® is responsible and accountable for the accuracy of information submitted to the Sarnia-Lambton Real Estate Board for inclusion in the Sarnia-Lambton Real Estate Board's MLS® System database (see section 2.07 below). The Sarnia-Lambton Real Estate Board is responsible for ensuring that the data submitted to it meets reasonable standards of quality.
 3. Only REALTORS® are permitted to display the MLS® Marks in signage, advertising, etc.
 4. Where the seller directs the listing REALTOR® in writing to do so, the seller's contact information may appear in the REALTOR® only remarks (non-public) section of a listing on the Sarnia-Lambton Real Estate Board's MLS® System database. The seller's contact information shall not appear on REALTOR.ca or in the general (public) remarks section of an MLS® Listing on the Board's MLS® System database. The listing REALTOR® may include a direction in the general description section on REALTOR.ca or on websites operated by CREA or the Sarnia-Lambton Real Estate Board to visit REALTOR® website to obtain additional information about the listing (but the nature of such additional information shall not be specified).
 5. Where the seller has reserved the right to sell the property himself/herself, that fact shall be specified in the Sarnia-Lambton Real Estate Board's MLS® System database.
- (c) While all efforts have been made by the Sarnia-Lambton Real Estate Board to ensure that none of the other MLS® rules and regulations in this document violate any of the principles in the 3 Pillars and the Interpretations of the 3 Pillars set out in paragraphs (a) and (b) above, if it is determined by the Sarnia-Lambton Real Estate Board in consultation with CREA, that any of the other MLS® rules and regulations in this document violate any of the principles in the 3 Pillars and the Interpretations of the 3 Pillars set out in paragraphs (a) and (b) above or the Competition Act, they will be amended or deleted as may be required.
- (d) All multi-media links on REALTOR.ca, namely alternate feature sheet – field 63; virtual tour – field 64; sound bites – field 65; sales brochure – field 66; additional photos – field 67; and Board preferred map service to locate property – field 84, must be limited to property specific information and advertisement of private sales is not permitted on those links. Further, webpages linked directly from REALTOR.ca through multimedia links must not indicate where private sale information can otherwise be located. Webpages linked directly from REALTOR.ca through multimedia links or 'REALTOR® Website' links cannot automatically redirect users to a third party site. In accordance with The Canadian Real Estate Association's MLS® Technology Council's Policy, multimedia links are to be limited to their respective fields. This ensures that REALTOR.ca displays information that consumers expect to see on the link they wish to use. MLS® Systems are member to member cooperative systems and members who participate on REALTOR.ca (which is a member developed and financed site) must respect the member to member facet in all multi-media links provided in association with REALTOR.ca. Seller contact information must not be displayed on webpages that are linked directly from REALTOR.ca through multimedia

links. The listing REALTOR®/brokerage website may be linked directly from REALTOR.ca through the 'REALTOR® Website' link that appears on REALTOR.ca feature sheets, but this specific webpage of the REALTOR®/brokerage website must not display seller contact information. As well, members can include in the General Description – field 27 (public remarks, known as field – 31 in the French version) a comment to “see my website for further information” without specifying the nature of such additional information.

- 2.03 In addition to the provisions of 2.02 and without limiting the generality of the other provisions contained in these MLS® rules and regulations, a listing shall not be accepted by the Sarnia-Lambton Real Estate Board as an MLS® Listing if:
- (a) it excludes any Members from showing the property;
 - (b) it excludes any Members from acting as Co-operating Brokerages;
 - (c) all mandatory data input fields have not been completed;
 - (d) the listing Realtor/Brokerage is not a member of the Sarnia-Lambton Real Estate Board
 - (e) it does not include a “real estate component” (“real estate component”, for the purpose of this paragraph includes real property, a leasehold or other interest in real property less than a fee simple, and a time share agreement with regard to real property. It also includes a moveable dwelling that is designed for use as a permanent residence; and a business, including an interest or share of a business, with or without premises, and the fixtures, stock-in-trade, goods and chattels associated with the business, provided such items are sold in bulk as part of the business operation.)
- 2.04 If:
- (a) an MLS® Listing has unusual conditions; or,
 - (b) an MLS® Listing includes any modification to the Sarnia-Lambton Real Estate Board’s form of listing agreement, which modification shall be considered to be a special agreement, such conditions or special agreement must be included in the remarks or other appropriate section of the MLS® Listing.
- 2.05 Only the Sarnia-Lambton Real Estate Board's form of Listing Agreement, amendment or extension thereof, shall be used for MLS® Listings to be serviced through the Sarnia-Lambton Real Estate Board's MLS® System. Such MLS® Listing must give all necessary data and as full and accurate a description of the property as possible, with any additional information on the property to be forwarded as soon as procurable. The date of the Listing Agreement and also the date of expiry of the Listing Agreement are to be shown on the Listing Agreement.
- 2.06 Only photographs of a property, without wording or other embellishments not related to the property, shall be accepted for an MLS® Listing to be serviced through the Sarnia-Lambton Real Estate Board’s MLS® System.
- 2.07
- (a) The Sarnia-Lambton Real Estate Board acts solely as publisher of the MLS® System database and is not obligated to or responsible for reviewing the accuracy the completion and/or or propriety of any MLS® Data Input Sheet or Listing Agreement.

- (b) The Sarnia-Lambton Real Estate Board acts solely as publisher of the MLS® System database and, whether the MLS® Listing is Boardloaded or Brokerloaded, the Sarnia-Lambton Real Estate Board is not responsible for the accuracy and/or the completion of any MLS® Listing on the Sarnia-Lambton Real Estate Board's MLS® System.
- (c) It is the Listing Brokerage's responsibility to verify and continuously verify the accuracy of its MLS® Listing and all documents and other matters that make up the MLS® Listing and to correct any inaccuracy and/or incompleteness or notify the Sarnia-Lambton Real Estate Board of any such inaccuracy and/or immediately as may be necessary in the circumstances.
- (d) The Listing Brokerage, by placing an MLS® Listing on the Sarnia-Lambton Real Estate Board's MLS® System shall indemnify and save the Sarnia-Lambton Real Estate Board harmless from any loss to the Sarnia-Lambton Real Estate Board arising out of any claim regarding the Listing Agreement, the MLS® Data Input Sheet and/or publication of the MLS® Listing on the Sarnia-Lambton Real Estate Board's MLS® System.

2.08

- (a) The Listing Brokerage must deliver or Brokerload the MLS® Listing direct to the Sarnia-Lambton Real Estate Board, and in the process required by the Sarnia-Lambton Real Estate Board, within 24 hours, Sundays and holidays excluded, following receipt of any signed Listing Agreement.
- (b) The only exception to (a) is where the commencement date of the MLS® Listing is after the date that the Listing Agreement is signed, in which case, the Listing Brokerage must deliver or Brokerload the MLS® Listing direct to the Sarnia-Lambton Real Estate Board, and in the process required by the Sarnia-Lambton Real Estate Board, within 24 hours, Sundays and holidays excluded, following the commencement date of the MLS® Listing.

2.09

- (a) Once an MLS® Listing is brokerloaded onto the Sarnia-Lambton Real Estate Board's MLS® System database a copy of the Listing Agreement and completed MLS® Data Input Sheet are to be delivered to the Sarnia-Lambton Real Estate Board, within 24 hours of the MLS® Listing being entered onto the Sarnia-Lambton Real Estate Board's MLS®. Failure to provide a Listing Agreement and completed MLS® Data Input Sheet within the required time period(s) will result in the MLS® Listing being automatically removed from the Sarnia-Lambton Real Estate Board's MLS® System database.
- (b) Any incomplete MLS® Listings will automatically be removed from the Sarnia-Lambton Real Estate Board's MLS® System database and a notice sent to the Listing Brokerage's office requesting that the missing information be provided. MLS® Listings which fail to meet the requirements set out in these rules will automatically be removed from the Sarnia-Lambton Real Estate Board's MLS® System database.

2.10 The information relating to an MLS® Listing which has yet to be processed or published by the Sarnia-Lambton Real Estate Board shall be given by the Listing Brokerage to any registrant under the Act, upon request.

2.11 An MLS® Listing may be extended to a new expiry date provided that before the original expiry date, the Listing Brokerage has received a copy of the extension on the form provided for the purpose by the Sarnia-Lambton Real Estate Board, duly signed by the person who

- signed the MLS® Listing, or by his/her/their lawfully authorized representatives and provided that the Sarnia-Lambton Real Estate Board has received, within 24 hours of such signing, a copy of the extension on the form provided for the purpose by the Sarnia-Lambton Real Estate Board, duly signed by the person who signed the MLS® Listing, or by his/her/their lawfully authorized representatives.
- 2.12 The Listing Brokerage of an MLS® Listing must give notice to the Sarnia-Lambton Real Estate Board within 24 hours, Sundays and holidays excluded, following receipt of information as to any change in price, terms or conditions of sale, such notice to be provided in the same manner as is required by the Sarnia-Lambton Real Estate Board for the submission of the MLS® Listing to the Sarnia-Lambton Real Estate Board.
- 2.13 If an amendment of an MLS® Listing results in the reduction of the term of the MLS® Listing and the amended expiry date being earlier than in the original MLS® Listing, the signature of the Principal Broker or owner or manager or Designated Signing Representative of the Listing Brokerage must be on the amendment in order for the amendment to be processed. The amendment will not be processed if that signature is not affixed. Should the reduction of the term of the MLS® Listing cause the MLS® Listing to be cancelled, a properly executed cancellation of listing agreement form will be required.
- 2.14 The names of the owners are to appear on all MLS® Listings for the convenience of showing the property. The name of the MLS® Listing salesperson with his or her contact information shall also appear.
- 2.15 The seller of the property for sale may be provided with a copy of the MLS® Listing as produced by the Sarnia-Lambton Real Estate Board provided that the Sarnia-Lambton Real Estate Board is provided with sufficient information to identify the seller.
- 2.16 All properties (including rental units) which are to be, or may be, traded separately must be listed individually.
- 2.17 When a Listing Brokerage requests an MLS® Listing be placed in more than one property type, the Listing Brokerage shall provide a signed Listing Agreement with the MLS® Data Input Sheet and additional MLS® Data Input Sheet(s) for the additional property types.

ARTICLE 3 - Suspensions and Cancellations

- 3.01 An MLS® Listing may be suspended from the Sarnia-Lambton Real Estate Board's MLS® System database before its expiration date provided that a copy of a suspension of Listing Agreement is filed with the Sarnia-Lambton Real Estate Board by the Listing Brokerage, which suspension of Listing Agreement is signed by the seller who signed the original Listing Agreement or by his/her/their lawfully authorized representatives and by the Principal
- 3.02 Broker or owner or manager or Designated Signing Representative of the Listing Brokerage. Such suspension of Listing Agreement shall not constitute a cancellation of the terms and conditions of the original Listing Agreement.

3.03

- (a) An MLS® Listing may be cancelled by a properly completed cancellation of Listing Agreement form signed by the seller who signed the original Listing Agreement or by his/her/their lawfully authorized representatives and by the Principal Broker or owner or manager or Designated Signing Representative of the Listing Brokerage and a copy of such cancellation of Listing Agreement shall be immediately forwarded to the Sarnia-Lambton Real Estate Board.
- (b) See section 10.01(a) regarding continued sale reporting obligations notwithstanding a cancellation.

ARTICLE 4 - Brokerage

- 4.01 Listings being submitted through the Sarnia-Lambton Real Estate Board's MLS® System shall contain an indication by the Listing Brokerage of the commission rate or fee or amount that it shall pay to the Co-operating Brokerage.
- 4.02 If it becomes necessary for any reason for the Listing Brokerage to alter either the amount to be paid to any Co-operating Brokerage or the listing price, the information must be circulated through the Sarnia-Lambton Real Estate Board's MLS® System database by means of filing a replacement information sheet.
- 4.03
 - (a) Where the commission to be paid to a Co-operating Brokerage is specified under the terms of sections 4.01 or 4.02 above, the Listing Brokerage shall be required to pay to the Co-operating Brokerage such commission unless such commission is modified by agreement in writing between the Co-operating Brokerage and the Listing Brokerage.
 - (b) A Co-operating Brokerage, whether acting as a Buyer's representative or otherwise, shall not use the terms of an agreement of purchase and sale or an offer to lease to modify the Listing Brokerage's commission rate or fee, or amount that the Listing Brokerage shall pay to the Co-operating Brokerage, nor make the submission of an executed offer to purchase/lease contingent on the Listing Brokerage's agreement to modify the Listing Brokerage's commission rate or fee, or amount that the Listing Brokerage shall pay to the Co-operating Brokerage.
- 4.04 It shall be the responsibility of the Listing Brokerage to collect the commission owing on completed sales and pay the share to the Co-operating Brokerage within seven (7) days of receipt.
- 4.05 Where the full commission is not received by the Listing Brokerage, and where the Co-operating Brokerage's share of the commission has not been received by the Co-operating Brokerage from the buyer pursuant to a Buyer Representation Agreement, the Listing Brokerage shall disclose in writing to the Co-operating Brokerage all facts and circumstances relating to the non-payment of the full commission; provide a true copy of the Listing Agreement to the Co-operating Brokerage; and pay to the Co-operating Brokerage the proportionate amount of such commission. The proportionate amount shall be determined by the Listing Brokerage with reference to the ratio which the commission payable to the Co-operating Brokerage as indicated in the Listing information sheet was to the total

commission as set out in the Listing Agreement between the Listing Brokerage and the seller.

- 4.06 Where the full commission is not received by the Listing Brokerage, any collection costs incurred by him are to be deducted from the total commission and the balance distributed as above provided. Losses and costs incurred in an endeavour to make such collection must be sustained on a pro-rata basis by the parties thereto unless otherwise agreed.
- 4.07 In the event that the Listing Brokerage decides not to take legal action against the seller to recover the commission, the Co-operating Brokerage may do so (if it would otherwise be entitled to a share of the commission to be paid by the seller) and the Listing Brokerage agrees to an assignment of its rights under the Listing Agreement to give effect to this provision. Unless the Listing Brokerage and Co-operating Brokerage otherwise agree, any monies so collected shall be dealt with in the same manner as if collected by the Listing Brokerage under 4.05 and 4.06 hereof.
- 4.08 Where any commission is paid as a result of the holdover clause in the Listing Agreement, such commission shall be paid as set out above.

ARTICLE 5 – CREA Permissions Management Rules

5.01 Definitions

In this Article 5, the following words shall have the following meanings:

- (a) “CREA Deep Link Framing” or “Deep Link Framing” or “CREA DLF Program” means a program which enables DLF Participants to frame on their Internet websites (“DLFs”) public listing data of their own and of other DLF Participants as supplied by CREA from the REALTOR.ca and ICX.CA database in accordance with these Permissions Management Rules.
- (b) “CREA IDX Program” or “IDX Program” means a program which enables IDX Participants to frame on their CREA IDX Internet websites (“Internet Data Exchange” or “IDXs”) public listing data of their own and of other IDX Participants as supplied by CREA from the REALTOR.ca and ICX.CA database in accordance with these Permissions Management Rules.
- (c) “CREA VOW Program” or “VOW Program” means a program which enables VOW Participants to frame on their CREA VOW Internet websites (“Virtual Office Websites” or “VOWs”) public and IXN® data of other VOW Participants as supplied by CREA from the REALTOR.ca and ICX.CA websites in accordance with these Permissions Management Rules and through which consumers receive real estate brokerage services, subject to the Principal Broker of the Participant’s overview, supervision and responsibility.
- (d) “DLF Participant” or “Participant”, as the context requires, means a Firm Member whose Principal Broker has not advised the Sarnia-Lambton Real Estate Board in writing that it does not wish to take part in the CREA DLF Program (which, by default, means the Firm Member has “opted in” as a DLF Participant), or a Broker Member or Salesperson Member of a Firm Member that is a DLF Participant, who has been authorized by his Principal Broker to establish a DLF.
- (e) “ICX.CA” means the database on the www.icx.ca website owned and operated by CREA, containing basic marketing information about commercial properties available for sale or

lease, provided by REALTORS® and member real estate boards/associations.

- (f) “IDX Data” means MLS® or ICX data, which is made available by CREA through the REALTOR.ca and ICX.CA pages and websites to IDX Participants from time to time to display on IDXs.
- (g) “IDX Participant” or “Participant”, as the context requires, means a Firm Member whose Principal Broker has advised the Sarnia-Lambton Real Estate Board or CREA in writing that the Firm Member does wish to participate in a specific IDX.
- (h) “IXN®” means the database on the REALTOR.ca and ICX.CA websites containing supplementary property listing information accessible only by REALTORS®.
- (i) “REALTOR.ca” means the database on the www. REALTOR.ca website owned and operated by CREA, containing a summary of residential property information provided by member real estate boards/associations
- (j) “Permissions Management Rules” means the rules, definitions and all other provisions contained in this Article 5 of the MLS® rules and regulations.
- (k) “VOW Data” means MLS® or ICX data, including the IXN data fields, which is made available by CREA through the REALTOR.ca and ICX.CA websites to VOW Participants for display on VOWs
- (l) “VOW Participant” or “Participant”, as the context requires, means a Firm Member whose Principal Broker has not advised the Sarnia-Lambton Real Estate Board in writing that the Firm Member does not wish to take part in the CREA VOW Program (which, by default, means the Firm Member has “opted in” as a VOW Participant), or a Broker Member or Salesperson Member of a Firm Member that is a VOW Participant, who has been authorized by his Principal Broker to establish a VOW.

and all other capitalized terms shall have the definitions as provided in Article 1 of these MLS® rules and regulations.

Permissions Management - General

5.02

- (a) In addition to the other MLS® rules and regulations; policies and guidelines that may be adopted by the Sarnia-Lambton Real Estate Board or CREA from time to time; and to all applicable provincial or federal legislation or regulation, all VOW, IDX and DLF Participants must adhere to the Permissions Management Rules.
- (b) No portion of the REALTOR.ca and ICX.CA database shall be distributed, provided to or made accessible to any person for any purpose that is not expressly provided for and authorized in the Sarnia-Lambton Real Estate Board’s MLS® rules and regulations, including these Permissions Management Rules.

5.03

- (a) CREA is the owner of the REALTOR.ca and ICX.CA database;
- (b) All data and other content on the REALTOR.ca and ICX.CA database is owned by CREA, the Sarnia-Lambton Real Estate Board and/or the Listing Brokerage; and
- (c) No copyright ownership of the REALTOR.ca and ICX.CA database or of any data or other content on the database flows to the Participant.

- 5.04 Participants shall not alter, modify, manipulate, scrape, store or obscure in any way the REALTOR.ca and ICX.CA database or web pages, any data or other content on the database, or any disclaimers or notices.
- 5.05 If a Participant is in violation of any rule, regulation or policy of the Sarnia-Lambton Real Estate Board or CREA relating to the operation of any of the Permissions Management facilities, the Sarnia-Lambton Real Estate Board may, in addition to all other remedies available, require the Participant to immediately cease and close the operation of the Participant's DLF, VOW or IDX, as the case may be.
- 5.06 Participants' use of MLS® Listings of other Participants on any of the Permissions Management facilities is subject to the consent of such other Participants.
- (a) VOW and DLF Consents - VOW Participants' and DLF Participants' consent for display of their Listings by other VOW Participants and DLF Participants respectively on VOWs and DLFs respectively pursuant to these Permissions Management Rules is presumed unless a VOW or DLF Participant independently and affirmatively withholds that consent ("opts out"). Firm Members may independently opt out of the VOWs or DLFs of all Participants on a blanket basis ("blanket opt out"). Blanket opting out of a VOW or DLF can be accomplished by the Principal Broker of a Firm Member so notifying either the Sarnia-Lambton Real Estate Board or, at the option of the Sarnia-Lambton Real Estate Board, CREA. CREA or the Sarnia-Lambton Real Estate Board shall cause the MLS® Listings of the opting out Firm Member not to be displayed on the REALTOR.ca and ICX.CA pages produced for the VOW or DLF of other VOW and DLF Participants respectively.
- (b) IDX Consents - Firm Members are presumed not to consent to their MLS® Listings being displayed on the IDXs of IDX Participants unless they have affirmatively opted in through the owner of the IDX by the Principal Broker of the Firm Member advising the Sarnia-Lambton Real Estate Board or CREA in writing that they wish to participate in a specific IDX.
- (c) If any Firm Member opts out of a VOW or DLF, or fails to opt in to an IDX, neither the Firm Member, nor any Broker Members or Salesperson Members of that Firm Member are permitted to participate in the VOW, DLF or IDX, as the case may be.
- (d) Any Firm Member that opts out of DLF is not permitted to participate in an IDX or a VOW. If a Firm Member opts out of DLF, neither the Broker Members nor the Salesperson Members of that Firm Member are permitted to participate in an IDX or a VOW.
- 5.07 Frames created by a DLF, VOW or IDX Participant:
- (a) must not display any franchise, Firm Member or corporate trademarks or logos when the REALTOR.ca and ICX.CA result set is displayed; and
- (b) must display all contact information which is required to be shown in advertising by provincial law/regulation or CREA's REALTOR® Code of Ethics.
- In addition, the use of frames for REALTOR.ca and ICX.CA pages is subject to the MLS® Rules and Regulations, policies and guidelines of the Sarnia-Lambton Real Estate Board and CREA as amended from time to time.
- 5.08 Pages created for use on a Permissions Management facility (i.e. DLF, VOW or IDX) must only be displayed on the particular Permissions Management facility for which they were

created and cannot be used for any other Permissions Management facility.

Rules for Deep Linking and Framing REALTOR.ca and ICX.CA Pages for Websites Other Than IDXs and VOWs

- 5.09 DLF Participants may cause to appear on their Internet websites within frames of their own design:
- (a) the REALTOR.ca and ICX.CA pages containing the Listings from the Sarnia-Lambton Real Estate Board;
 - (b) the REALTOR.ca and ICX.CA pages containing the Listings of other real estate boards that permit this type of deep linking and framing of REALTOR.ca /ICX.CA.

VOW Program Rules

- 5.10 VOW Participants may provide brokerage services via a VOW that include making VOW Data available from REALTOR.ca and ICX.CA, but only to consumers (hereinafter “Registered Buyers”) with whom the VOW Participants have first established relationships, including completion of all actions and/or forms respecting agency disclosure required by provincial law or regulation in connection with providing real estate brokerage services to clients and customers.
- 5.11 VOW Participants must obtain the name and valid e-mail address of each Registered Buyer.
- 5.12 VOW Participants must send an e-mail to any Registered Buyer confirming that the Registered Buyer has agreed to the VOW’s Terms of Use.
- 5.13 VOW Participants may provide access to their VOW only after a Registered Buyer’s e-mail address is verified as valid and the Registered Buyer’s agreement to the VOW’s Terms of Use is confirmed.
- 5.14 VOW Participants’ Terms of Use shall include the following terms:
- (a) that the Registered Buyer acknowledges that these Terms of Use do not create an agency relationship with the VOW Participant;
 - (b) that the VOW Data obtained from the VOW is only for the Registered Buyer’s personal, non-commercial use;
 - (c) that the Registered Buyer has a *bona fide* interest in the purchase, sale or lease of real estate of the type being offered through the VOW;
 - (d) that the Registered Buyer will not copy, redistribute or retransmit any of the VOW Data or information provided; and
 - (e) that the Registered Buyer acknowledges CREA’s ownership of and the validity of the copyright in the REALTOR.ca and ICX.CA database.

The VOW Participants’ Terms of Use may also include other provisions determined by the VOW Participant.

- 5.15 VOW Participants’ Terms of Use shall not impose a financial obligation on a Registered Buyer. Financial obligations, if any, must be established separately from the VOW

Participant's Terms of Use, must be prominently labeled, and may not be accepted solely by a "mouse click".

- 5.16 VOW Participants' Terms of Use shall not create any agency agreement between a Registered Buyer and the VOW Participant. Agency agreements, if any, must be established separately from the VOW Participant's Terms of Use, must be prominently labeled, and may not be accepted solely by a "mouse click".
- 5.17 The Registered Buyer must supply a user name and a password, the combination of which must be different from those of all other Registered Buyers of the VOW, before being permitted to search and view VOW Data via the VOW. The user name and password may be established by the Registered Buyer or may be supplied by the Participant, at the option of the VOW Participant.
- 5.18 Participants' VOWs must protect VOW Data from misappropriation by employing reasonable efforts to monitor for and prevent "scraping" and other unauthorized accessing, reproduction or use of the REALTOR.ca /ICX.CA database or the VOW Data.
- 5.19 Listings or property addresses of sellers who have directed their Listing Brokerages to withhold their Listing or their property address from display on the Internet (including, but not limited to, publicly-accessible websites or VOWs) shall not be accessible to Registered Buyers. This does not preclude Listing Brokerages from displaying on their VOW or their other website(s) the Listing or property address of consenting sellers.
- 5.20 VOW Participants shall not alter, modify, manipulate, scrape, store or obscure the VOW Data (or any disclaimers or notices therein) in any way.
- 5.21 VOWs must display the VOW Participant's privacy policy informing Registered Buyers how information they provide may be collected, used and disclosed, in accordance with applicable privacy legislation.
- 5.22 VOW Participants shall not provide the identity of Registered Buyers to any other person for compensation except where:
- (a) the VOW Participant's residential real estate brokerage activities principally consist of listing or selling properties;
 - (b) Registered Buyers are seeking property in a price range or in a location for which the VOW Participant ordinarily does not provide real estate brokerage services; and
 - (c) The number of Registered Buyer identities provided is insubstantial, or the corresponding revenue generated is an insubstantial portion of the VOW Participant's real estate brokerage activities.

For purposes of this section 5.22, "selling" does not include making referrals of prospective buyers to other Brokerages and "listing" does not include making referrals of prospective sellers to other Brokerages.

The provisions of this section 5.22 are not meant to reduce, in any manner, the privacy obligations of VOW Participants. VOW Participants are expected to obtain all necessary consents to disclose, which are necessary under the relevant privacy legislation.

- 5.23 VOW Participants shall notify the Sarnia-Lambton Real Estate Board of their intention to create a VOW, and shall make their VOW directly accessible to the Sarnia-Lambton Real Estate Board, CREA and other Members or their duly authorized representatives for purposes of monitoring/ensuring compliance with applicable rules, regulations, policies and guidelines.
- 5.24 Participants' VOWs may include other appropriate disclaimers necessary or advisable to protect the VOW Participant and/or the Sarnia-Lambton Real Estate Board and CREA from liability.
- 5.25 Registered Buyers' passwords shall be valid for a period no longer than 30 days, after which such passwords must be reconfirmed or changed.
- 5.26 Broker Members and Salesperson Members of VOW Participants may operate VOWs subject to their Principal Broker's consent and control. The VOW Participant, the Principal Broker and the Broker Member or Salesperson Member operating the VOW shall be accountable under these Permissions Management Rules with respect to the operation of any such VOW.

IDX Program Rules

- 5.27 The IDX Data or any portion thereof may not be displayed on any Internet website except an IDX.
- 5.28 Within fourteen (14) days after being requested by the Sarnia-Lambton Real Estate Board or CREA to do so, an IDX Participant must make such changes to its IDX as required by the Sarnia-Lambton Real Estate Board or CREA to resolve any violation of these Permissions Management Rules or any other rules, regulations, policies or guidelines of the Sarnia-Lambton Real Estate Board or CREA.
- 5.29 MLS® Listings from the Sarnia-Lambton Real Estate Board shall only be excluded from display on Participants' IDXs based on objective criteria (e.g. type of property, listed price, and geographical location).

ARTICLE 6 - Appointments

- 6.01 If a Member is unable to keep an appointment, the other Member or seller or tenant must be advised, consistent with the arrangement between the Listing Brokerage and the seller.

ARTICLE 7 – Selling Procedures

- 7.01 All Members shall co-operate with each other in a professional manner when carrying out all negotiations in the best interests of their respective Clients. Negotiations with the Client for the showing and/or the negotiations concerning a Listed property shall be conducted through the Member who is acting as the agent for the Client, except under the following circumstances:
- (a) the Listing Brokerage gives the Co-operating Brokerage specific authority to negotiate directly with his or her Client; or the Co-operating Brokerage gives the Listing Brokerage specific authority to negotiate directly with his or her Client; or

- (b) after reasonable effort, the Member cannot contact the other Member.
- 7.02 The Brokerage has a responsibility to establish a system to ensure that all offers are received and presented on a timely basis. If the Broker of Record is absent and has either no Members in his employ or no Members who are available to receive and present offers, another Member may be appointed to receive and present offers on his behalf.
- 7.03 The Co-operating Member shall have the right to be present when the offer is presented by the Listing Member to the seller. However, this does not mean that the Co-operating Member may be present during subsequent discussions between the Listing Member and his or her Client. (Unless otherwise instructed in the listing agreement)
- 7.04
- (a) When an MLS® Listing indicates “No showings until ... (a specified date)” or “No offers until ... (a specified date)”, the Listing Member must maintain a record of all requests by other Members for appointments and/or offer presentations.
 - (b) When a Seller permits a showing or when an offer is registered on a property prior to the specified date, the Listing Member must notify all who have requested showings or who have advised about offers, that showings are now permitted or that an offer has been registered on the property and they shall be given an equal opportunity to show the property or present an offer.
- 7.05 In the event the Listing Member becomes aware that there will be multiple offers on a property, the following procedure will be adhered to:
- (a) All competing Members shall be advised of the presence of competing offers a minimum of one hour prior to any offer presentation. If one of the offers is from the Listing Member, competing Member(s) may request the appointment of any other Member to represent the interests of the Client during the process defined in Paragraph 7.03.
 - (b) All offers will be presented to the Client in the order in which they were received. Provisions of Paragraph 7.03 shall prevail for each competing Member.
 - (c) The Client’s decision shall be made known to all competing Members.

ARTICLE 8 - Trading Regulations

8.01 Solicitation Regulations

Subject to Members’ compliance with the Act and its regulations, including the REBBA Code of Ethics, as well as other relevant laws, and the REALTOR® Code of Ethics:

- (a) A Member shall not solicit a Listing Agreement which is currently with another Listing Brokerage. If a Listing Brokerage is asked by another Member about a particular Listing Agreement, it shall disclose the expiry date and the nature of such Listing Agreement (i.e. an exclusive right to sell, an exclusive relationship, an open listing or other form of contractual agreement between the Listing Brokerage and the Client).
- (b) A Member shall not solicit Buyer Representation Agreements from buyers/tenants who are subject to exclusive Buyer Representation Agreements. If a Buyer’s representative is asked by another Member about a particular Buyer Representation Agreement, it shall disclose the

expiry date and the nature of such Buyer Representation Agreement.

- (c) The fact that a representation agreement has been entered into with a Member shall not preclude or inhibit any other Member from entering into a similar agreement after expiration of the prior representation agreement.
- (d) When Members are contacted by the Client of another Member regarding the creation of a relationship to provide the same type of service, and Members have not directly or indirectly initiated such discussions, they may discuss the terms upon which they might enter into a future representation agreement.
- (e) The above-mentioned rules do not preclude Members from making general announcements, messages or advertisements (hereinafter referred to as "general announcements" or "announcement") to prospective Clients describing their services and the terms of their availability even though some recipients may have entered into representation agreements with another Firm Member, provided such general announcements include a clear, prominent and emphasized statement that the announcement is not intended to cause or induce a breach of an existing representation agreement. A general canvass, general mailing or distribution addressed to all prospective Clients in a given geographical area or in a given profession, business, club or organisation, or other classification or group, is deemed "general" for the purposes of this rule if it is a mass-produced announcement in identical form to the general public, or an identifiable group of the public whether communicated by radio, television, newspaper, flyers, form letters (even though personally addressed) or computerized telephone messages.
- (f) This rule recognizes as prohibited practices two basic types of solicitations:
 - (i) a telephone and/or personal solicitation of property owners who have been identified by a real estate sign or information on the Sarnia-Lambton Real Estate Board's MLS® System database, or other information, as having listed their property with another Firm Member; and
 - (ii) mail or other forms of written solicitations of prospective Clients whose properties are listed with another Firm Member when such solicitations are not part of a general mailing but are directed specifically to property owners identified through compilations of current MLS® Listings or identified "for sale" or "for rent" signs or other sources of information.
- (g) Members, prior to entering into a representation agreement, have an affirmative obligation to make reasonable efforts to determine whether the Client is subject to a current, valid representation agreement to provide the same type of real estate service.
- (h) This rule does not preclude Members from contacting the Client of another Firm Member for the purpose of offering to provide, or entering into a contract to provide, a different type of real estate service unrelated to the type of service currently being provided (e.g. property management as opposed to brokerage). However, information received through the Sarnia-Lambton Real Estate Board's MLS® System database may not be used to target Clients of other Firm Members to whom such offers to provide services may be made.

Other Trading Regulations

- 8.02 No Member shall advertise any MLS® Listing at any price other than the price as Listed with the Sarnia-Lambton Real Estate Board.

- 8.03 If signs are part of the arrangement between the Listing Brokerage and the seller, all signs placed on properties listed through the Sarnia-Lambton Real Estate Board's MLS® System database may have attached thereon such MLS® Marks and REALTOR® Marks as may be authorized by CREA from time to time.
- 8.04 If signs are part of the arrangement between the Listing Brokerage and the seller, all signs placed on properties that are listed on the Sarnia-Lambton Real Estate Board's MLS® System database shall at all times reflect the current status of that MLS® Listing.

8.05 **The Procurement Rule**

- (a) Where a property is shown by one Member to a prospective buyer and the same property is ultimately sold by another Member to the same prospective buyer, the Firm Member obtaining an acceptable offer to purchase shall be the Firm Member by whom the commission shall be deemed to be earned provided that no unethical act was performed in the process of procuring said acceptable offer to purchase (including, but not limited to those unethical practices described in paragraph (c) below).
- (b) Where a property is shown by one Member to a prospective buyer no other Member shall attempt to obtain an offer to purchase on the same property from the same prospective buyer by unethical means (including, but not limited to those unethical practices described in paragraph (c) below). This does not preclude a Firm Member from entering into a Buyer Representation Agreement with such buyer provided the Member did not use any unethical means or engage in any unethical acts to obtain the agreement (including, but not limited to those unethical practices described in paragraph (c) below).
- (c) It shall be unethical for a Member to:
- (i) ignore the existence of an existing representation agreement or induce or attempt to induce a breach of such representation agreement with another Firm Member for the purpose of having a buyer deal with the Member regarding the same property or types of property for which the buyer is already committed under the existing representation agreement. Having no knowledge of the existence of an existing representation agreement will not be permitted as a defence to this unethical conduct if the Member did not take reasonable steps to determine whether the seller or buyer was subject to an existing representation agreement.; or
 - (ii) suggest to a prospective buyer that he or she inspect properties with other Members, with the intention or instruction, or implied intention or instruction, to return to the first Member's office for submission of any offer to purchase on any one of such properties.
- (d) For the purposes of this section 8.05, the word "show", in any of its forms, means the introduction of a prospective buyer to the property by the act of causing the prospective buyer, where buildings exist, to examine the property both internally and externally or, where buildings do not exist, to view the ground and surrounding area and in either case, in company with the Member who is attempting to sell the property or by causing such examination of the property by the prospective buyer under arrangement made with the Listing Brokerage so that it may be done in company with the seller or the seller's authorized representative.

However, the following shall not constitute a "showing" of the property:

- (i) the placing of a sign;
- (ii) a prospective buyer attending an open house where a Member is not in attendance

- and does not make personal contact with the prospective buyer;
- (iii) the advertising, by any means, of the property for sale; and
 - (iv) a prospective buyer attending a property without a Member.
- 8.06 Keys or other entry systems may only be used by Members for the purpose of inspecting properties or showing properties to prospective buyers. Unauthorized use of keys or other entry systems will constitute a breach of this rule. For the purpose of this Section: the making of duplicate keys from the one obtained; failing to return the key to the Listing Brokerage within a reasonable time; and/or the turning over of the key or information on the entry system to any person not authorized by the Listing Brokerage to receive; shall be considered an unauthorized use.

ARTICLE 9 - Submission of Offers

- 9.01 If it is part of the arrangement between the Co-operating Brokerage and the buyer, a representative of the Co-operating Brokerage who is registered under the Act shall have the right to be present when the offer is presented by the Listing Brokerage to the seller, unless the seller directs otherwise. If it part of the arrangement between the Listing Brokerage and the seller, a representative of the Listing Brokerage who is registered under the Act shall have the right to be present when any counter-offer is presented by the Co-operating Brokerage to the buyer, unless the buyer directs otherwise. However, this does not mean that the REALTOR® may be present during subsequent discussions between the other REALTOR® and his or her seller (or buyer, as applicable).
- 9.02 If it is part of the arrangement between the Listing Brokerage and the seller, appointments to show an MLS® Listed property shall be continued even after an offer is received until one has been accepted unconditionally and such acceptance conveyed to the buyer or until requested by the seller to discontinue appointments.

ARTICLE 10 - Reporting of Sales of MLS® Listings

- 10.01
- (a) An important part of the inherent value of the Board's MLS® System is the transaction data accumulated for sales of MLS® Listings. Therefore, it is the responsibility of all Board Members, regardless of their business model, to ensure that notice of conditional or unconditional sales of MLS® Listings shall be submitted in writing to the Sarnia-Lambton Real Estate Board on the form(s) provided by the Sarnia-Lambton Real Estate Board, on the next business day after acceptance. (Effective March 23, 2006) Members are not permitted to avoid these notice obligations to the Board by, for example, cancelling an MLS® Listing between receipt (or anticipated receipt) and acceptance of an offer, or encouraging a seller to do so.
 - (b) When a condition has been fulfilled or renewed or when any other change occurs on a conditional sale of an MLS® Listing, or when a conditional sale of an MLS® Listing has fallen through and the agreement of purchase and sale has been cancelled, or when an unconditional sale of an MLS® Listing has fallen though and the agreement of purchase and

sale has been cancelled, notice shall immediately be submitted in writing to the Sarnia-Lambton Real Estate Board.

AND / OR

- (c) The sale price of all unconditional sales of MLS® Listings must be disclosed in the notice that is submitted to the Sarnia-Lambton Real Estate Board and will be recorded on the Sarnia-Lambton Real Estate Board's MLS®. (Effective March 23, 2006)
- (d) The sale price of all unconditional sales of MLS® Listings must be disclosed in the notice that is provided to the Sarnia-Lambton Real Estate Board, or Brokerloaded, and will be recorded on the Sarnia-Lambton Real Estate Board's MLS® System database.
- (e) All such notices shall be provided by the Listing Brokerage, except if negotiations were carried on, with permission, by the Co-operating Brokerage, in which case the Co-operating Brokerage shall provide such notices and provide a copy thereof to the Listing Brokerage at the same time that notice is provide to the Sarnia-Lambton Real Estate Board.

ARTICLE 11 - MLS® System Data, MLS® System Database and Other Board Publications

Ownership

- 11.01 The Sarnia-Lambton Real Estate Board is the owner of the copyright in its MLS® System and its MLS® System database. The MLS® Marks and the MLS® System database is a licensed product for the exclusive use of Members and other users authorized in writing by the Sarnia-Lambton Real Estate Board and any use of this MLS® System data for any unauthorized purpose is prohibited. The right to use, reproduce or download the MLS® System data is subject to the authority of the Sarnia-Lambton Real Estate Board to permit or prohibit specific uses and is limited to the specific uses permitted by the Sarnia-Lambton Real Estate Board.
- 11.02 Members shall comply with, observe, and be bound by all restrictions, copyright notices or other limitations of access to the MLS® System and the MLS® System database and use thereof as may be adopted by the Directors from time to time.
- 11.03 The Member shall advise and obtain the Client's authorization that:
 - (a) all information concerning the representation agreement, the properties affected thereby and the trades thereunder shall be made available not only to all other Members and their Clients, but also any third party authorized users with whom the Sarnia-Lambton Real Estate Board has a contract;
 - (b) the Sarnia-Lambton Real Estate Board may, at its option, advertise in any medium, including the Internet, any properties listed on the MLS® System database;
 - (c) the Sarnia-Lambton Real Estate Board may compile, retain and distribute the listing information indefinitely and may compile, retain and publish any statistical analyses including historical MLS® System data based on such information.
- 11.04 The Sarnia-Lambton Real Estate Board shall not be responsible for any indirect, special or consequential damages or any other obligation or liability arising out of, or in any way

connected with, the MLS® System or MLS® System database including but not limited to computer failure or interruption, or negligence.

Authorized and Unauthorized Use

11.05

- (a) The information contained on the MLS® System database is confidential and shall not be distributed to unauthorized persons or used in any unauthorized manner.
- (b) “authorized use” means:
 - (i) the extraction of MLS® System data from the MLS® System database by Broker Members or Salesperson Members of the Sarnia-Lambton Real Estate Board in good standing necessary to assist them in representing their Clients or specific identified customers in the trade of real property; and
 - (ii) any specific use authorized in writing by the Sarnia-Lambton Real Estate Board.
- (c) In order for any use described in paragraph (b) to be “authorized use”, such use of the MLS® System database must also:
 - (i) reflect accurate and current information as contained in the MLS® System database;
 - (ii) include the name of the Listing Brokerage;
 - (iii) include the registered MLS® Marks.
- (d) “unauthorized use” is any use not set out in paragraph (b) hereof and includes, but is not limited to:
 - (i) the extraction of MLS® System data for the purposes of creating a book or for the population of another listing database;
 - (ii) reproduction of MLS® System data beyond that necessary to prepare presentations to a Client or a specific identified customer;
 - (iii) the alteration, modification or reformatting of the MLS® System data on the MLS® System database in any form whatsoever, electronic or otherwise;
 - (iv) the sale or distribution of any portion of the MLS® System database to any third parties.
- (e) No use is “unauthorized” if consented to in writing by the Sarnia-Lambton Real Estate Board. Anyone requesting such consent is required to meet all eligibility requirements and agree to such undertakings, terms and conditions as established by the Sarnia-Lambton Real Estate Board, and to execute any agreements in the form provided by the Sarnia-Lambton Real Estate Board.

Access

11.06

- (a) Personal computer access codes, log-on account number and/or passwords issued to a Member in order to provide online access to the MLS® System database and/or other Board information and services (collectively, the “Access Codes”) are for the Member’s sole and exclusive use and their sale to, distribution or disclosure to, or use by any other person is prohibited.
- (b) Any computer software and/or hardware provided by the Sarnia-Lambton Real Estate Board to the Member to access the MLS® System database and/or other Board information (regardless of whether such software or hardware is provided with or without a cost to the

Member) (collectively, the “Access Programs”) are for the Member’s sole and exclusive use and their sale to, distribution or disclosure to, or use by any other person is prohibited.

- (c) However, a Member may disclose his Access Codes and/or Access Programs to his/her unlicensed assistant(s) and a Member who is a Principal Broker may disclose his/her Access Codes and/or Access Programs to his/her administrative staff. The Member so disclosing shall be responsible for establishing and maintaining security procedures acceptable to the Sarnia-Lambton Real Estate Board to prevent unauthorized use of the Access Codes and/or Access Programs by his/her assistant(s) and the Principal Broker shall be responsible for establishing and maintaining security procedures acceptable to the Sarnia-Lambton Real Estate Board to prevent unauthorized use of the Access Codes and/or Access Programs by his/her administrative staff.
- (d) the Principal Broker of each Firm Member shall ensure that any individual described in paragraph (c) who has been provided with Access Codes and/or Access Programs complies with the Sarnia-Lambton Real Estate Board’s by-laws and these MLS® rules and regulations while in their Employ (as defined in the Sarnia-Lambton Real Estate Board’s by-law).
- (e) the Principal Broker of each Firm Member shall notify the Sarnia-Lambton Real Estate Board within 48 hours when any individual described in paragraph (c) who has been provided with Access Codes and/or Access Programs ceases to be Employed (as defined in the Sarnia-Lambton Real Estate Board’s by-law) by the Firm Member.

Remedies

11.07

- (a) Any theft, sabotage, unauthorized use of, or unauthorized access to the Sarnia-Lambton Real Estate Board’s MLS® System database or MLS® System data constitutes a breach of these MLS® rules and regulations and shall be dealt with in accordance with the provisions of the Sarnia-Lambton Real Estate Board’s by-law. Notwithstanding any sanctions and or penalties imposed by the Sarnia-Lambton Real Estate Board, the Sarnia-Lambton Real Estate Board reserves the right to seek any and all redress and remedies available to it in a civil action against the unauthorized person (Member or non-Member) and/or any Member permitting the unauthorized access to or unauthorized use of the MLS® System database by an unauthorized person.
- (b) In addition to the Sarnia-Lambton Real Estate Board’s rights and remedies set out in paragraph (a), the Sarnia-Lambton Real Estate Board reserves the right to immediately terminate a Firm Member’s or an individual Member’s Access Codes and/or Access Programs, without notice, in the event of any unauthorized use of or granting unauthorized access to the Sarnia-Lambton Real Estate Board’s MLS® System database or any other breaches of the provisions of this Article 11.

Board’s Website

11.08

- (a) Members may “link” to the public portion Board’s website from their own websites, provided the link is connected to the “home” page of the Sarnia-Lambton Real Estate Board’s website. (ie. - link takes user from Member’s website to Board’s Website using an icon on the Member’s website for this purpose).
- (b) The MLS® System database, or any portion thereof, shall not be used as a “frame” on a Member’s website. (ie. – the MLS® System database must not appear to reside on the

Member's website, making it look as if the MLS® System database is the Member's.) The only exception to this is that a Member's website is permitted to cause any of the pages of the public portion of the Sarnia-Lambton Real Estate Board's website to appear within full feature frames of their own design provided the property information taken from the Sarnia-Lambton Real Estate Board website which is displayed on the Member's website is only for properties listed by that Member's Firm Member.

- (c) The Sarnia-Lambton Real Estate Board is not responsible for the contents of any off-site pages or any other sites linked to their sites. (ie. - maintenance of the Member's website is the responsibility of the Member).
- (d) All of the restrictions contained in this Article 11 that relate to the authorized and unauthorized use of and access to the MLS® System database, apply equally to any portion of the MLS® System database which can be obtained from the Sarnia-Lambton Real Estate Board's Website.

11.09 The Sarnia-Lambton Real Estate Board is a signatory to one or more agreements with other real estate boards in the province of Ontario. Pursuant to these agreements, this Board's Members may have the right, on an individual basis, to obtain MLS® System data from such other board(s) and/or to obtain other MLS® services from such other board(s) (such as the right to place MLS® Listings). The Sarnia-Lambton Real Estate Board recognizes that in order for its Members to obtain such information or service from the other board(s), its Members will enter into contracts, on an individual basis, with the other board(s). Such contracts will provide rules for the use of the MLS® System data and the MLS® services provided by such other board(s). If a Member of this Board breaches the terms of his/her/its contract(s) with such other board(s), the breach will be deemed to be a breach of these rules and regulations and shall be dealt with in accordance with the provisions of Article 9 of the Sarnia-Lambton Real Estate Board by-law.

ARTICLE 12 – Privacy Compliance Requirements

12.01

- (a) In addition to all other requirements contained in these MLS® rules and regulations, when dealing with any property that is the subject of an MLS® Listing, all Listing Brokerages and Co-operating Brokerages must obtain the consent of their Clients and/or customers that is required by the national Privacy Code or is otherwise required by law in order for the Sarnia-Lambton Real Estate Board to collect, use and disclose the listing, sale/lease and purchase information regarding the property and the transaction on the Sarnia-Lambton Real Estate Board's MLS® System and within the Sarnia-Lambton Real Estate Board's MLS® System database.
- (b) Immediately upon request by the Sarnia-Lambton Real Estate Board, a REALTOR® shall provide the Sarnia-Lambton Real Estate Board with proof of the consent described in paragraph (a) from the Client or customer in regard to any property that is the subject of an MLS® Listing for which the Client or customer is the seller or buyer (or landlord or tenant, if the MLS® Listing is for the lease of the property).

ARTICLE 13 - Penalties

- 13.01 Failure to comply with these rules and regulations shall be deemed to be a breach of the Sarnia-Lambton Real Estate Board by-law and shall be dealt with in accordance with the provisions of Article 9 of the Sarnia-Lambton Real Estate Board by-law as well as any other remedies available to the Sarnia-Lambton Real Estate Board as set out in these rules.
- 13.02 Notwithstanding the fact that throughout these rules and regulations, there are certain obligations placed upon the Brokerages (either as Listing Brokerage or Co-operating Brokerage), if such a rule or regulation is not complied with, the Sarnia-Lambton Real Estate Board may, by following the Sarnia-Lambton Real Estate Board's professional standards and discipline procedures as set out in the Sarnia-Lambton Real Estate Board by-law, prosecute, and if warranted discipline, the Firm Member, the Firm Member's Principal Broker and/or the Member(s) within the Firm Member who is responsible for such non-compliance.

ARTICLE 14 - Electronic Lockbox Regulations

Use

- 14.01 SLREB owned electronic lockbox:
- (a) must be placed on all MLS® listings within twenty-four hours (24) after the authority for its use has been granted:
 - (b) shall only be used on active MLS® Listings
 - (c) must be removed immediately from MLS® Listings that are cancelled, expired, withdrawn or suspended
 - (d) must be removed ten (10) calendar days of a property becoming unconditionally sold
- 14.02 SLREB owned electronic lockboxes, Firm Member smart card readers and OREA smart cards are the property of the Sarnia-Lambton Real Estate Board.
- 14.03 SLREB electronic lockboxes, smart card readers and OREA smart cards are for the use of SLREB Members only.
- 14.04 Keys removed from the SLREB electronic lockbox by a member must be securely returned to the lockbox compartment immediately following their use.
- 14.05 Rules for making appointments under *Article 6 - Appointments* must be strictly adhered to.

Requirements

- 14.06 (a) All Members shall enter into a current SLREB Electronic Lockbox Firm Member/Member Agreement prior to receiving an OREA smart card.
- (b) A transfer of a Member from one Firm Member office to another Firm Member Office will require a new Electronic Lockbox Firm Member/Member Agreement

- (c) All Members shall have the ability to update their OREA smart card at any SLREB Firm member office and/or SLREB office during normal business hours.

14.07 All Members are subject to the regulations contained in the Electronic Lockbox Firm Member/Member Agreement and are responsible to ensure compliance, which states in part:

All Members agree:

- (a) the personal identification number (PIN) is not to be attached to the OREA smart card or disclosed to any person (including another broker, salesperson or assistant) for any purpose whatsoever.
- (b) the OREA smart card:
 - (i) is to be kept in the Member's possession or in a safe place at all times.
 - (ii) is not to be loaned or used for any purpose whatsoever by any other person (including another broker, salesperson or assistant).
 - (iii) is not to be duplicated by any person whatsoever.
 - (iv) is not to be assigned, transferred or its rights pledged.
 - (v) is to be returned to the Sarnia-Lambton Real Estate Board upon resignation, suspension or termination from the Sarnia-Lambton Real Estate Board to avoid payment responsibilities in accordance with the Electronic Lockbox Firm Member/Member Agreement
- (c) all additional security procedures are to be followed as specified by SLREB.
- (d) the SLREB electronic lockbox shall not be misused, abused, tampered with, cosmetically changed or attempted to open, alter, modify, attach, dismantle or repair (with exception of opening the battery door for battery replacement)

Loss of SLREB Electronic Lockbox or OREA Smart Card

14.08 Any damage, loss or theft of the SLREB electronic lockbox or OREA smart card must be reported to the Sarnia-Lambton Real Estate Board immediately.

14.09 In the event of damage, loss or theft of the OREA smart card, the Member shall be responsible for full replacement cost.

14.10 a) in the event of malicious damage caused by a Member or the loss or theft of a SLREB electronic lockbox via negligence on behalf of a Member, the Firm Member or Member assigned to the lockbox or the Firm Member or Member deemed responsible for said damage, theft or loss shall be responsible for full replacement cost and lockbox removal (if applicable)

Transfer of SLREB Electronic Lockbox

14.11 No SLREB electronic lockbox shall be transferred from one Firm Member office to another Firm Member office without completing the SLREB Electronic Lockbox Transfer form and immediately submitting it to the Sarnia-Lambton Real Estate Board.

Compliance

14.12 Instances of non-compliance with the Electronic Lockbox Regulations under this Article 14 will be reported to the Professional Standards committee for action.

Indemnification

14.13 As per the indemnification clause in the Electronic Lockbox Firm Member/Member Agreement, the Sarnia-Lambton Real Estate Board does not assume any liability against or from members (including by a third party) where the Electronic Lockbox Regulations have been breached